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**IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON - SEATTLE DIVISION**

In re
SON D NGUYEN AND DAO A DIEP ,
Debtors.

No. 11-23940-TWD

**[PROPOSED] ORDER GRANTING
RELIEF FROM AUTOMATIC STAY**

This matter, having come before the court on the Motion for Relief From Automatic Stay filed by Wells Fargo Bank, N.A. ("Movant"), and the court having reviewed all documents filed in support of and in opposition to said motion, and having heard any argument of counsel, and having reviewed the records and files herein, and otherwise being fully advised in the premises, now, therefore,

IT IS HEREBY ORDERED:

1. That the automatic stay of 11 United States Code section 362 is terminated as it applies to the enforcement by Movant of all of its rights in the Real Property commonly known as

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ORDER GRANTING RELIEF FROM AUTOMATIC STAY -1-

1 1910 NE 33RD PL, Renton, WA 98056-8015, and legally described as:
2 SEE LEGAL DESCRIPTION ATTACHED
3 HERETO AS EXHIBIT A AND MADE A PART
4 HEREOF,

5 under the Note and Deed of Trust;

6 2. That Movant is granted leave to foreclose on the Real Property and to enforce the
7 security interest under the Note and Deed of Trust, including any action necessary to obtain
8 possession of the Property;

9 3. That the 14-day stay of Federal Rule of Bankruptcy Procedure 4001(a)(3) is waived;

10 4. Post-petition attorneys' fees and costs for the within motion may be added to the
11 outstanding balance of the subject Note as allowed under applicable non-bankruptcy law;

12 5. Upon foreclosure, in the event Debtors fail to vacate the property, Movant may
13 proceed in State Court for forcible detainer pursuant to applicable state law;

14 6. Movant may offer and provide Debtors with information re: a potential Forbearance
15 Agreement, Loan Modification, Refinance Agreement, or other Loan Workout/Loss Mitigation
16 Agreement, and may enter into such agreement with Debtors. However, Movant may not enforce, or
17 threaten to enforce, any personal liability against Debtors if Debtors' personal liability is discharged
18 in this bankruptcy case; and

19 7. This Order shall be binding and effective despite any conversion of this bankruptcy
20 case to a case under any other chapter of Title 11 of the United States Code.

21 ///End of Order///

22 Presented By:

23 /s/ CARA C. CHRISTENSEN
24 CARA C. CHRISTENSEN WSBA# 43198
25 Attorneys for Wells Fargo Bank, N.A.
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ORDER GRANTING RELIEF FROM AUTOMATIC STAY -2-